

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CHAPTER 13
)	
STACIA LANETTE PENDLETON)	CASE NO.: 18-61944-JRS
)	
DEBTOR.)	

APPLICATION FOR APPROVAL OF EMPLOYMENT OF SPECIAL COUNSEL

COMES NOW, STACIA LANETTE PENDLETON (“Debtor”) in the above-styled matter and makes this application for employment of professional person under 11 U.S.C. §327.

1.

On July 19, 2018, the Debtor filed a Petition herein under Chapter 13 of the Bankruptcy Code.

2.

Debtor requires the services of an attorney to represent her in a personal injury claim, including but not limited to:

- a) Providing Debtor with legal and counseling services regarding the personal injury claim;
- b) Preparing on behalf of the Debtor the necessary applications, pleadings, forms, motions, answers, orders, and other legal papers pursuant to a personal injury case; and
- c) Performing all other related legal services for Debtor which may be reasonably necessary in connection with the personal injury case.

3.

Debtor has employed Sydney Jakes, Esq. of Foy and Associates, P.C. (“Counsel”) under a contract for services, with all compensation paid to them subject to approval by this Court. The attorney client agreement between Debtor and Counsel is attached hereto as Exhibit “A.”

The approval of the employment of Sydney Jakes, Esq. as Special Counsel would be in the best interest of the Debtor's bankruptcy estate.

4.

Counsel has no adverse interest with the Debtor, any creditor or any other party in interest herein, the United States Trustee, the Chapter 13 Trustee, or any person employed in the office of the Chapter 13 Trustee, and represents no interest adverse to the Debtor with respect to any matter on which they are employed by Debtor. The Affidavit of Sydney Jakes, Esq. is attached hereto as Exhibit "B."

5.

All creditors have been served with a copy of this application by first class mail on the 13th day of August, 2018. Creditors are hereby notified that any objection to this application must be filed within twenty-one (21) days after service, exclusive of the day of service, and a copy of same must be served on the Debtor. In the event that no response is timely filed and served, then the Bankruptcy Court may enter an order granting the relief sought.

6.

WHEREFORE, Debtor prays that the Court approve the Debtor's employment of Sydney Jakes, Esq. of Foy and Associates, P.C. as Special Counsel in her personal injury suit, with all compensation to be paid being subject to Court approval, and that Counsel have such other and further relief as is just and proper.

Respectfully submitted,

/s/
Howard Slomka
Georgia Bar # 652875
Slipakoff & Slomka, P.C.
Attorney for Debtor
Overlook III
2859 Paces Ferry Rd., SE

Suite 1700
Atlanta, GA 30339

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**NOTICE OF REQUIREMENT OF RESPONSE TO APPLICATION FOR APPROVAL
OF EMPLOYMENT OF SPECIAL COUNSEL**

Notice is hereby given that an Application for Approval of Employment of Special Counsel on exempt property pursuant to 11 U.S.C. § 522 has been filed in the above styled action on or about the 13th day of August, 2018. Notice is further given that, pursuant to Local Rule BLR 6008-1 N.D.G.A., [BLR 755-2], the respondent shall file a response to the Application for Approval of Employment of Special Counsel within twenty-one (21) days after service, exclusive of the day of service, and serve a copy on Debtor. In the event that no response is time filed and served, the Application for Approval of Employment of Special Counsel will be deemed unopposed and the Bankruptcy Court shall enter an order granting the employment of special counsel. In the event that the Application for Approval of Employment of Special Counsel is timely controverted, the Bankruptcy Court may schedule a hearing on notice to the Debtor, respondent or order such other proceedings as may be appropriate.

Dated and served this 13th day of August, 2018.

/s/ _____
Howard Slomka
Georgia Bar # 652875
Slipakoff & Slomka, P.C.
Attorney for Debtor
Overlook III
2859 Paces Ferry Rd., SE, Suite 1700
Atlanta, GA 30339

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CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the within and foregoing Application for Approval of Employment of Special Counsel and Notice of Requirement of Response Application for Approval of Employment of Special Counsel to in the above styled case by depositing same in the United States mail with the adequate postage affixed thereto to insure delivery addressed as follows:

Nancy J Whaley (served via ECF)
Suite 120
303 Peachtree Center Avenue
Atlanta, GA 30303

Stacia Lanette Pendleton
186 Whetstone Way
Villa Rica, GA 30180

Foy and Associates, P.C.
c/o Sydney Jakes, Esq.
3343 Peachtree Rd NE #350
Atlanta, GA 30326

SEE ATTACHED FOR ADDITIONAL CREDITORS

DATED: August 13, 2018

/s/
Howard Slomka
Georgia Bar # 652875
Slipakoff & Slomka, P.C.
Attorney for Debtor
Overlook III
2859 Paces Ferry Rd., SE
Suite 1700
Atlanta, GA 30339

EXHIBIT A

FOY & ASSOCIATES, P.C. – ATTORNEY-CLIENT CONTRACT

1. I hereby employ FOY AND ASSOCIATES, P.C. ("THE FIRM"), as my attorneys, to represent me against all persons or entities liable for the injuries I sustained on or about the 21 day of Dec, 20 17.
2. I agree to pay the Firm thirty eight (38%) percent of the gross recovery made for me in the event such recovery is obtained without the necessity of filing a lawsuit or utilizing mediation, arbitration or other alternative dispute resolutions. Should my recovery occur after a lawsuit is filed, or mediation or arbitration held, then I agree to pay the Firm forty (40%) percent of the gross recovery.
IN THE EVENT THAT THERE IS NO RECOVERY THE CLIENT OWES THE FIRM NO FEES.
3. It is my understanding that I am not being charged for the assistance of the Firm, if needed, in the uncontested settlement of any property damage, if applicable, however, I further understand that should the Firm have to file suit to recover for the property damage, I shall be charged in accordance with the percentages above recited as to any recovery obtained, this includes a Diminished Value Property claim as well.
4. The Firm, in its absolute discretion, may withdraw from the case at any time for any reason, including but not limited to, lack of insurance coverage, insufficient prospective recovery or lack of client cooperation. Firm shall notify Client of its withdrawal by letter mailed to the address, which Client had provided to Firm for receipt of correspondence from it. Client expressly authorizes the Firm to associate any other attorney(s) for the purpose of pursuing this case.
5. Client may dismiss the Firm at any time, upon written notice to the Firm. Client agrees that should they dismiss the Firm from representing them in their claim herein, Client would remain liable to the Firm, and herewith irrevocably assign to the Firm, the applicable percentage of fee due the Firm under this Agreement of the highest offer that was made by any adversary or collateral party during the Firm's employment by Client. In the event no offer has been made, client agrees to pay to firm attorney fees for the time the firm has expended working on Client's case, to be assessed at the rate of one hundred and fifty dollars per hour for paralegals and law clerks and three hundred dollars per hour for attorneys.
6. Client agrees not to settle the claim without the Firm's input and advice, and the Firm agrees not to settle without the Client's consent. The Firm has made no representation as to what amounts, if any, that Client may be entitled to recover for this claim. Client agrees to keep the Firm advised of their whereabouts at all times, to cooperate in the preparation of their claim, to appear on reasonable notice, and to respond to all reasonable requests made by the Firm in connection with the preparation and presentation of their claim.
7. Client acknowledges that he/she is solely responsible for payment of all expenses associated with their case. Client authorizes Firm to charge a flat fee of two hundred fifty dollars for copying, long distance, and postage charges. All other expenses are to be paid by Client in accordance with the actual charges incurred.
8. Client directs Firm to withhold from any recovery amounts sufficient to pay all indebtedness they have incurred for medical and other expenses connected with the prosecution of this action, which were not paid by Client. Client understands that payment of these expenses is solely Client's responsibility and will be deducted from Client's share of the gross proceeds. Further, Client understands that it is their responsibility to inform the Firm of the existence of all such expenses and the identity of all such creditors.
9. I have read the above agreement, or had it read to me, and I fully understand it and agree to the terms set forth above. This document represents the ENTIRE AGREEMENT between the parties.

This the Dec 23, 2017, 20

Firm: 


Client: 
Stacia Pendleton / Dec 23, 2017

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
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AFFIDAVIT OF SYDNEY JAKES

Personally appeared before me, the undersigned officer, duly authorized by law to administer oaths, SYDNEY JAKES, who, having been duly sworn, states as follows:

1.

I am over 18 years of age. I am an attorney in good standing and licensed to practice under the State Bar of Georgia.

2.

I have represented clients in personal injury matters for over two years.

3.


I am an attorney with Foy and Associates, P.C. and this firm was retained by STACIA LANETTE PENDLETON to represent her in a personal injury action. Both myself and this law firm are disinterested parties and we have no adverse connections to STACIA LANETTE PENDLETON or her Chapter 13 Bankruptcy case.

4.

Neither myself nor this law firm is representing STACIA LANETTE PENDLETON in any other matters.

Further Affiant sayeth naught.

In witness whereof, the affiant has affixed her hand and seal, on this 13 day of August, 2018.


Affiant: SYDNEY JAKES

Sworn to and subscribed before me,
the undersigned officer authorized by law to administer oaths,
this 13 day of August, 2018.


Notary Public

My commission expires: 10/18/2019



Label Matrix for local noticing
113E-1
Case 18-61944-jrs
Northern District of Georgia
Atlanta
Mon Aug 13 16:53:24 EDT 2018

(p)AMERICREDIT FINANCIAL SERVICES DBA GM FINAN
PO BOX 183853
ARLINGTON TX 76096-3853

Americredit Financial Services, Inc. dba GM
PO Box 183853
Arlington, TX 76096-3853

(p)GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION
ARCS BANKRUPTCY
1800 CENTURY BLVD NE SUITE 9100
ATLANTA GA 30345-3202

Gm Financial
Po Box 181145
Arlington, TX 76096-1145

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Lvnv Funding Llc
Po Box 1269
Greenville, SC 29602-1269

Massachusetts DOR
PO Box 7000
Boston, MA 02204-7000

Medical Data Systems I
755 W Nasa Blvd
Melbourne, FL 32901-1815

Stacia Lanette Pendleton
186 Whetstone Way
Villa Rica, GA 30180-6940

Howard P. Slomka
Slipakoff & Slomka, PC
Overlook III - Suite 1700
2859 Paces Ferry Rd, SE
Atlanta, GA 30339-6213

Tanner Medical Center
PO Box 277368
Atlanta, GA 30384-7368

United States Attorney
Northern District of Georgia
75 Ted Turner Drive SW, Suite 600
Atlanta GA 30303-3309

Us Auto Finance/us Aut
824 N Market St Ste 220
Wilmington, DE 19801-3024

Nancy J. Whaley
Nancy J. Whaley, Standing Ch. 13 Trustee
303 Peachtree Center Avenue
Suite 120, Suntrust Garden Plaza
Atlanta, GA 30303-1216

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Americredit Financial Services, Inc.
Dba GM Financial
P.O Box 183853
Arlington, TX 76096

Georgia Department of Revenue
1800 Century Blvd
Suite 17200
Atlanta, GA 30345

End of Label Matrix
Mailable recipients 14
Bypassed recipients 0
Total 14